

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TEAMSTERS LOCAL 456 PENSION, HEALTH &
WELFARE, ANNUITY, EDUCATION &
TRAINING, INDUSTRY ADVANCEMENT, AND
LEGAL SERVICES FUNDS by Louis A. Picani, Joseph
Sansone, Dominick Cassanelli, Jr., Saul Singer, Ross
Pepe, and Jeffrey Isaacs as Trustees and fiduciaries of the
Funds, and WESTCHESTER TEAMSTERS LOCAL
UNION NO. 456,

Plaintiffs,

19 Civ. 8714 (VB)

-against-

AMEC CONSTRUCTION, LLC d/b/a AMEC
COMMERCIAL, LLC, and GUY MAZZOLA,
INDIVIDUALLY

Defendants.
----- X

STIPULATION OF VOLUNTARY DISMISSAL

WHEREAS, non-party AMEC Commercial, LLC and Local 456 of the International Brotherhood of Teamsters are subject to a Project Labor Agreement governing AMEC Commercial, LLC's use of labor at the PepsiCo Project Eden job site; and

WHEREAS, Plaintiffs commenced the above captioned action against AMEC Construction, LLC and Guy Mazzola, on September 19, 2019 to collect contributions, deductions, interest, liquidated damages, attorneys' fees, and costs allegedly owed by AMEC Commercial, LLC, related to hours worked by AMEC Commercial, LLC's employees in covered employment during the period August 1, 2018 through July 31, 2019 pursuant to Sections 502(g)(2) and 515 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. §1132(g)(2), 1145, and Section 301(a) of the Labor Management Relations Act of 1947 ("LMRA"), 29 U.S.C. §185(a); and

WHEREAS, in light of the terms of the settlement and discontinuance referenced below, and in an effort to promote judicial economy, the parties to this action and to this stipulation have declined to effectuate an amendment to the complaint and the caption of this action to address the issues relating to the identity of the proper defendant, as such are now academic; and

WHEREAS, the parties have settled the claims stated in the Complaint [Docket No. 1] without admission of liability from either Defendants Guy Mazzola or AMEC Construction, LLC, or non-party AMEC Commercial, LLC, and without prejudice to Plaintiffs' right to file a new action in the event Plaintiffs discover other amounts owed by non-party AMEC Commercial, LLC; and

WHEREAS, all parties to this stipulation seek to avoid the expense and inconvenience of further proceedings concerning this action based on the parties' settlement; and

IT IS HEREBY STIPULATED, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, that this action shall be voluntarily dismissed without prejudice for Plaintiffs and without awarding costs, except as provided in the parties' settlement of these claims.

IN WITNESS WHERE OF, the counsel to the parties have hereunto set their hands and seals as of the date(s) stated below:

Dated: White Plains, New York
November 6, 2019

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November 6, 2019

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By: 

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SO ORDERED:

DATED: November __, 2019

The Honorable Vincent L. Briccetti
United States District Court Judge